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FEB 23 2012

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 CLERK, U.S. DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA  
 SAN JOSE

*Counsel for Plaintiffs and the Proposed Class*

**UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA**

Case No:

**CV 12-00906 HRL**  
CLASSIFICATION

MARIA ALVAREZ, on behalf of herself and all  
 others similarly situated,

Plaintiff,

v.

GERBER PRODUCTS COMPANY d/b/a  
 NESTLÉ INFANT NUTRITION and NESTLÉ  
 USA, INC.,

Defendants.

**COMPLAINT FOR VIOLATIONS OF:**

**THE CALIFORNIA UNFAIR  
 COMPETITION LAW, CAL. BUS. &  
 PROF. CODE §§ 17200 *ET SEQ.*;**

**THE CALIFORNIA CONSUMER LEGAL  
 REMEDIES ACT, CAL. CIV. CODE §§  
 1750, *ET SEQ.*;**

**THE MICHIGAN CONSUMER  
 PROTECTION ACT, MICH. COMP.  
 LAWS ANN. §§ 445.903 *ET SEQ.*; AND**

**THE NEW JERSEY CONSUMER FRAUD  
 ACT, N.J.S.A. §§ 56:8-1 *ET SEQ.***

**DEMAND FOR JURY TRIAL**

1 Plaintiff Maria Alvarez ("Plaintiff"), by and through her attorneys of record, brings this action on  
2 behalf of herself, all others similarly situated, and the general public against defendants Gerber Products  
3 Company d/b/a/ Nestlé Infant Nutrition, and Nestlé USA, Inc. ("Defendants"), and alleges based upon  
4 her own knowledge, or where there is no personal knowledge, upon information and belief and the  
5 investigation of her counsel, as follows:

#### 6 **NATURE OF THE ACTION**

7 1. Defendants manufacture, market, distribute and sell infant formula and cereal for  
8 consumption by individuals between 0 and 24 months old, which are advertised as promoting various  
9 benefits—such as immunity protection and digestive health—because of the presence of probiotic and  
10 prebiotic cultures in the foods (the "Gerber Probiotic Products"). These claims, however, are  
11 unsupported by scientific evidence. Plaintiff and members of the putative class were injured when they  
12 purchased the Gerber Probiotic Products in reliance on these false and misleading claims.

#### 13 **THE PARTIES**

14 2. Defendant Gerber Products Company is a corporation organized and existing under the  
15 laws of the State of Michigan, with its principal place of business located at 445 State Street, Fremont  
16 Michigan, 49413, and with offices located in Florham Park, New Jersey. In some states, Gerber Products  
17 Company does business as Nestlé Infant Nutrition.

18 3. Defendant Nestlé USA, Inc. is a corporation organized and existing under the laws of the  
19 State of Delaware, with its principal place of business located at 800 North Brand Boulevard, Glendale,  
20 California 91203.

21 4. Defendants manufacture, market, distribute and sell the Gerber Probiotic Products.

22 5. Plaintiff is a resident of San Jose, California who purchased the Gerber Probiotic  
23 Products during the class period (as defined herein) in reliance on Defendants' false and misleading  
24 packaging and advertising claims, as described further herein.

#### 25 **JURISDICTION AND VENUE**

26 6. This Court has original jurisdiction under 28 U.S.C. §1332(d)(2) (The Class Action  
27 Fairness Act) because the matter in controversy exceeds the sum or value of \$5,000,000 exclusive of  
28 interest and costs and more than two-thirds of the members of the Class reside in states other than the

7. Venue is proper in this Court pursuant to 28 U.S.C. §1391 because Plaintiff resides in and suffered injuries as a result of Defendants' acts in this district, many of the acts and transactions giving rise to this action occurred in this district, and Defendants (1) are authorized to conduct business in this district and have intentionally availed themselves of the laws and markets of this district through the promotion, marketing, distribution, and sale of its products in this district; (2) reside in this district; and (3) are subject to personal jurisdiction in this district.

### INTRADISTRICT ASSIGNMENT

8. This civil action arises out of the acts and omissions of Defendants which took place in Santa Clara, in that Plaintiff is a resident of that county and was subjected to Defendants' unlawful acts in that county. Accordingly, pursuant to N.D. Cal. Civ. L.R. 3-2(c), the action should be assigned to the San Jose Division.

## FACTUAL ALLEGATIONS

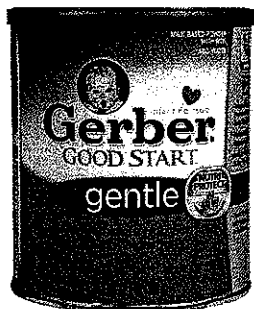
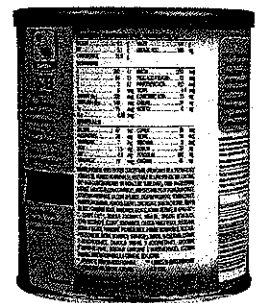
9. This class action involves the Gerber Probiotic Products depicted below:<sup>1</sup>

**Gerber Good Start Gentle Powder (Birth Stage) – 23.2 Ounce and 12 Ounce varieties**

## Front



**Back**

[illegible]

<sup>1</sup> The depiction of these products should not be construed to limit the subject matter of this Complaint solely to the products, versions, sizes or varieties depicted, which are provided as exemplars only. There may be additional similar products, or versions, sizes or varieties with respect to which Defendants engaged in the same misleading and unlawful behavior, and all such products, versions, sizes and varieties are expressly incorporated into this Complaint.

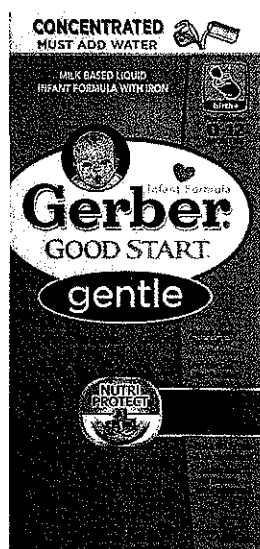
**Back**

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**Gerber Good Start Gentle Liquid Concentrate (Birth Stage)**

## Front

**Back**

[illegible]

### **Gerber Good Start Protect Powder (Birth Stage)**

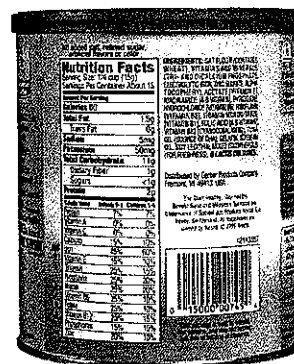
## Front

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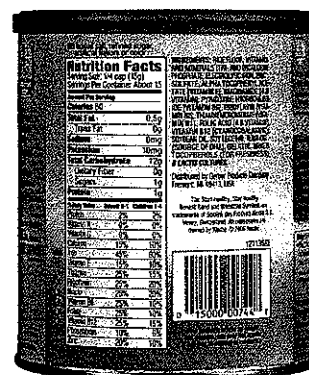
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### **Gerber DHA & Probiotic Single Grain Cereal (Rice) (Supported Sitter Stage)**

## Front

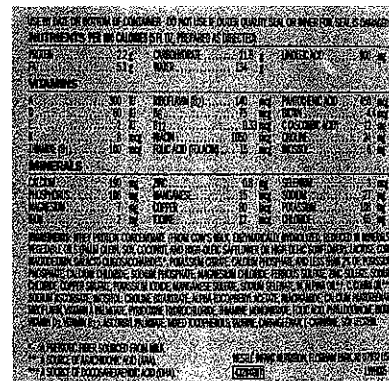
**Back**



### Gerber Good Start 2 Gentle Powder (Crawler Stage)

## Front

## Back



[illegible]

14. The Gerber Probiotic Products are sold at a premium of approximately \$1.00 per eight ounces compared to similar products Defendants sell which do not contain probiotic cultures or prebiotic material.

1           15. During the Class Period defined herein, Plaintiff purchased the Gerber Probiotic  
 2 Products. Specifically, Plaintiff purchased Good Start Gentle Formula, Good Start Protect Formula,  
 3 Good Start 2 Gentle Formula, Good Start 2 Protect Formula, and DHA & Probiotic Single Grain Cereal  
 4 (Oatmeal), from approximately June 2011 through December 2011. Plaintiff purchased the formula  
 5 products one every two weeks during this time period, and purchased the cereal once every week.  
 6 Plaintiff purchased the products from Whole Foods, located at 1690 South Bascom Avenue, Campbell,  
 7 California 95008; and Target, located at 1750 Story Road, San Jose, California 95122.

8           16. Plaintiff brings this action on behalf of herself and all others similarly situated consumers  
 9 in the United States, to end Defendants false, deceptive and misleading advertising message about the  
 10 Gerber Probiotic Products' purported contribution to infant immunity and digestive health, and to  
 11 correct the false and misleading perception Defendants have created among consumers who have  
 12 purchased the products. Plaintiff brings this action for violation of the California Unfair Competition  
 13 Law, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, the California Consumer Legal Remedies Act, Cal. Civ.  
 14 Code §§ 1750 *et seq.*, the Michigan Consumer Protection Act, Mich. Comp. Laws Ann. §§ 445.903 *et*  
 15 *seq.*, and the New Jersey Consumer Fraud Act, N.J.S.A. §§ 56:8-1 *et seq.*

16           **SPECIFIC MISREPRESENTATIONS, MATERIAL OMISSIONS AND DECEPTIVE FACTS**

17           17. Defendants' advertising claims about the Gerber Probiotic Products are and have been the  
 18 subject of an extensive and comprehensive, nationwide marketing campaign since 2007 to the present  
 19 and continuing.

20           18. Defendants primarily advertise and promote the purported probiotic benefits of the  
 21 Gerber Probiotic Products through packaging claims including, for example:

- 22           • **"Immuni-Protect Probiotic"**
- 23           • **"Complete Nutrition & Bifidus BL for Advanced Immune System Support"**
- 24           • **"Bifidus BL – a Beneficial Probiotic"**
- 25           • **"Prebiotics for Digestive Health"**

26           19. In addition, the packaging of the Gerber Probiotic Products include a number of other  
 27 claims suggesting the products are useful, or even essential, in promoting proper infant nutrition. Such  
 28 claims include, for example:

- 1 • **“For Complete Nutrition & Easy Digestion”**
- 2 • **“Nutri-Protect”**
- 3 • **“Complete Nutrition to Support Healthy Growth”**
- 4 • **“Unique Comfort Proteins for Easy Digestion”**
- 5 • **“DHA and ARA for Brain and Eye Development”**
- 6 • **“Specially Made with Nutrients Found in Breastmilk”**
- 7 • **“For Complete Nutrition, Easy Digestion & Advanced Immune Support”**
- 8 • **“Excellent Source of Iron”**
- 9 • **“A Nutritious Alternative to Cow’s Milk”**
- 10 • **Images of Hearts**

11 20. Defendants also use the web site, [www.gerber.com](http://www.gerber.com), to advertise and promote the Gerber  
12 Probiotic Products for infants. For example, the Gerber website states:

13 Good nutrition is important. But what we eat also can provide health benefits beyond  
14 basic nutrition. One example is the regular consumption of beneficial probiotic cultures,  
15 also called “probiotics.” . . . [P]robiotics have been added to formula to help support  
16 Baby’s healthy immune system. . . . Everyone’s digestive tracts, including babies’,  
17 naturally contain many different types of bacteria, or cultures. Many of these are  
18 important to help keep our bodies healthy. Consuming beneficial probiotic cultures is one  
19 way to encourage a favorable balance of the cultures in the digestive tract. . . . One  
20 important benefit is supporting a healthy immune system. Probiotics can provide this  
benefit by increasing your baby’s levels of key antibodies. About 70% of the cells of the  
immune system are found in the digestive tract, which makes it a central part of the  
body’s immune system. So another way probiotics help support your baby’s healthy  
immune system is by helping to maintain a healthy balance of cultures in her digestive  
tract, which supports the natural protective environment found there.

21 21. Defendants also use television commercials to advertise and promote the Gerber  
22 Probiotic Products for infants. For example, Gerber has used a television commercial that shows a baby  
23 looking in wonder at scientific formulations. With a wave of the baby’s hand, the word “probiotics”  
24 flows into a tin of Good Start infant formula. The voice-over makes a hard sell about how Gerber has  
25 purported made a scientific breakthrough and how “the immune supporting probiotics like those found  
26 in breast milk can now be found in Gerber Good Start Protect Plus.”

27 22. Defendants have also engaged in a “Start Healthy, Stay Healthy” campaign, and have  
28 partnered with HouseParty.com to generate house parties hosted by consumers, in which the host



1 distributes coupons for the Gerber Probiotic Products.

2       23. Defendants' labeling and advertising claims are false and deceptive because they imply  
3 the Gerber Probiotic Products are healthier and more nutritious than other, less costly baby food  
4 products that do not contain prebiotics and probiotics, and/or that they make a more significant  
5 contribution to infants' digestive health and immunity than they actually do.

6       24. Moreover, the use of probiotics and prebiotics in children 2 years of age and younger has  
7 not been scientifically substantiated, and most scientists believe that the use of prebiotics and probiotics  
8 for children under 2 years can in fact harm their development.

9       25. Defendants' labeling and advertising is further false and misleading because even for  
10 children above 2 years of age, there is no credible scientific evidence to prove that the use of probiotics  
11 or prebiotics is necessary or helpful to children, and their use may in fact harm children.

12       26. Defendants' labeling and advertising is further false and misleading because the terms,  
13 "BIFIDUS BL" and "B LACTIS CULTURES," do not define what strain of probiotics is present in the  
14 Gerber Probiotic Products, and the scientific research on probiotic/prebiotic efficacy requires strain-  
15 specific testing. Moreover, by trademarking a commercial name for one or more specific strains of  
16 probiotic bacteria, Defendants misleadingly suggest the probiotic cultures used in the Gerber Probiotic  
17 Products are superior because they are proprietary, and perhaps the result of extended laboratory work,  
18 which is false.

19       27. Defendants' labeling and advertising is further false and misleading because there is no  
20 credible scientific evidence that the probiotics or prebiotics in the Gerber Probiotic Products "helps  
21 support a healthy immune system."

22       28. Defendants' labeling and advertising is further false and misleading because there is no  
23 credible scientific evidence that the probiotics or prebiotics in the Gerber Probiotic Products provide  
24 "Advanced Immune Support," or "Advanced Immune System Support."

25       29. Defendants' labeling and advertising is further false and misleading because the claim  
26 "Immun Protect Probiotic" implies that the type of probiotic in the Gerber Probiotic Products is  
27 somehow superior to other types of commercially available probiotics or prebiotics in providing immune  
28 support in a developing child, none of which is scientifically substantiated.

1           30. Defendants' labeling and advertising is further false and misleading because there is no  
2 credible scientific evidence that the probiotics or prebiotics in the Gerber Probiotic Products provides  
3 "Digestive Health."

4           31. Defendants' labeling and advertising claims are also false and deceptive because they  
5 imply the Gerber Probiotic Products are healthier and more nutritious than other, less costly baby food  
6 products that do not contain DHA & ARA, and/or that they make a more significant contribution to  
7 infants' brain and eye development than they actually do.

8           32. Defendants' labeling and advertising claims are further false and deceptive because there  
9 is no credible scientific evidence that baby food containing DHA & ARA has any effect on brain or eye  
10 development.

11           33. Defendants' labeling and advertising is further false and misleading because there is no  
12 credible scientific evidence that the "DHA & ARA" in the Gerber Probiotic Products have any effect on  
13 "Brain and Eye Development."

14           34. Defendants' labeling and advertising is further false and misleading because the image of  
15 a heart on the Gerber Probiotics Products implies some type of heart-healthy benefit arising out of use of  
16 the baby foods.

17           35. In addition, Defendants' use of a heart on the Gerber Probiotic Products violates the  
18 Federal Food, Drug and Cosmetic Act ("FDCA"), in that the use of the heart violates 21 C.F.R. §  
19 101.14, concerning implied health claims. Accordingly, the Gerber Probiotic Products containing a heart  
20 vignette are misbranded within the meaning of the FDCA, 21 U.S.C. § 343(r). Defendants may violate  
21 other regulations and provisions promulgated pursuant to the FDCA by use of packaging claims on the  
22 Gerber Probiotic Products including but not limited to, "DHA and ARA," "Made with Nutrients Found  
23 in Breastmilk," "Excellent Source of Iron," and "A Nutritious Alternative to Cow's Milk." Such  
24 statements may violate specific provisions of FDCA regulations (e.g., title 21 of the Code of Federal  
25 Regulations), and violate the general prohibition against the use of false and misleading statements, *see*  
26 21 U.S.C. § 343(a).

27           36. By violating the FDCA, Defendants' also violate the California Sherman Law, which  
28 incorporates all the provisions of the FDCA into state law. Moreover, Defendants' advertising of the

1 Gerber Probiotic Products independently violates various provisions of the Sherman Law as described  
2 more particularly in Plaintiff's cause of action under the California Unfair Competition Law's  
3 "unlawful" prong.

4 **CLASS ACTION ALLEGATIONS**

5 37. Plaintiff brings this action on behalf of herself and the following Class in accordance with  
6 Rule 23 of the Federal Rules of Civil Procedure:

7 All persons (other than Defendants, their officers, directors, employees, and their  
8 immediately family members) who purchased in the United States one or more of the  
9 Gerber Probiotic Products from January 1, 2007 to the present (the "Class Period") for  
10 personal or household use, and not for resale or distribution purposes.

11 38. Alternatively, Plaintiff brings this action on behalf of herself and the following Class in  
12 accordance with Rule 23 of the Federal Rules of Civil Procedure:

13 All persons (other than Defendants, their officers, directors, employees, and their  
14 immediately family members) who purchased one or more of the Gerber Probiotic  
15 Products from January 1, 2007 to the present for personal or household use, and not for  
16 resale or distribution purposes, in any state whose consumer protection statutes do not  
17 materially conflict with the California Unfair Competition Law, the California Consumer  
18 Legal Remedies Act, the Michigan Consumer Protection Act, or the New Jersey  
19 Consumer Fraud Statute.

20 39. Alternatively, Plaintiff brings this action on behalf of herself and the following Class in  
21 accordance with Rule 23 of the Federal Rules of Civil Procedure:

22 All persons (other than Defendants, their officers, directors, employees, and their  
23 immediately family members) who purchased in California, Michigan or New Jersey, one  
24 or more of the Gerber Probiotic Products from January 1, 2007 to the present (the "Class  
25 Period") for personal or household use, and not for resale or distribution purposes.

26 40. The persons in any of the Classes defined above are so numerous that joinder of all such  
27 persons is impracticable.

28 41. Questions of fact and law common to the class and central to resolution of their claims

1 include:

2 a. Whether Defendants conveyed a class-wide message that the Gerber  
3 Probiotic Products contribute to infants' immunity, digestive health, brain development,  
4 eye development and overall nutrition;

5 b. If so, whether Defendants' claims and messaging were material to a  
6 reasonable consumer;

7 c. If so, whether Defendants' claims and messaging were false (for example,  
8 whether Defendants' claims are scientifically substantiated) or, if not literally false,  
9 whether Defendants' claims were likely to deceive the public;

10 d. Whether Defendants omitted any material information in making the  
11 challenged claims; and

12 e. The proper method and measure of the Class's damages.

13 42. These common questions of fact and law predominate over questions that affect only  
14 individual class members.

15 43. Plaintiff's claims are typical of the claims of the Class, and she will fairly and adequately  
16 represent the interests of the Class. Plaintiff has retained counsel experienced with class action litigation  
17 and neither she nor her counsel have any conflicts with or interests adverse or antagonistic to the  
18 interests of the Class.

19 44. Class litigation is superior to other available methods for the fair and efficient  
20 adjudication of this controversy. The expense and burden of individual litigation would make it  
21 impracticable or impossible for proposed Class members to prosecute their claims individually. The trial  
22 and litigation of the Class's claims is manageable.

23 **FIRST CAUSE OF ACTION**

24 **Violations of the California Unfair Competition Law,**

25 **Bus. & Prof. Code §§ 17200 *et seq.***

26 **(Unlawful)**

27 45. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if set  
28 forth in full herein.

1 46. Cal. Bus. & Prof. Code § 17200 prohibits any “unlawful, unfair or fraudulent business act  
2 or practice.”

3 47. The acts, omissions, misrepresentations, practices, and non-disclosures of Defendants as  
4 alleged herein constitute “unlawful” business acts and practices in that Defendants’ conduct violates the  
5 Consumer Legal Remedies Act, the Federal Food, Drug, and Cosmetic Act, and the California Sherman  
6 Food, Drug, and Cosmetic Law (“Sherman Law”), which incorporates all the regulations and  
7 requirements of the Federal Food, Drug and Cosmetic Act. Specifically, Defendants acted in  
8 contravention of the following Sherman Law Provisions:

- 9 • § 110100 (adopting all FDA regulations as state regulations);
- 10 • § 110290 (“In determining whether the labeling or advertisement of a food . . . is  
11 misleading, all representations made or suggested by statement, word, design, device,  
12 sound, or any combination of these shall be taken into account. The extent that the  
labeling or advertising fails to reveal facts concerning the food . . . or consequences of  
customary use of the food . . . shall also be considered.”);
- 13 • § 110390 (“It is unlawful for any person to disseminate any false advertisement of any  
14 food . . . . An advertisement is false if it is false or misleading in any particular.”);
- 15 • § 110395 (“It is unlawful for any person to manufacture, sell, deliver, hold, or offer for  
16 sale any food . . . that is falsely advertised.”);
- 17 • § 110398 (“It is unlawful for any person to advertise any food, drug, device, or cosmetic  
that is adulterated or misbranded.”);
- 18 • § 110400 (“It is unlawful for any person to receive in commerce any food . . . that is  
19 falsely advertised or to deliver or proffer for delivery any such food . . . .”);
- 20 • § 110660 (“Any food is misbranded if its labeling is false or misleading in any  
21 particular.”);
- 22 • § 110670 (“Any food is misbranded if its labeling does not conform with the  
23 requirements for nutrient content or health claims as set forth in Section 403(r) (21  
U.S.C. Sec. 343(r)) of the federal act and the regulations adopted pursuant thereto.”);
- 24 • § 110680 (“Any food is misbranded if its labeling or packaging does not conform to the  
25 requirements of Chapter 4 (commencing with Section 110290).”);
- 26 • § 110705 (“Any food is misbranded if any word, statement, or other information  
27 required pursuant to this part to appear on the label or labeling is not prominently placed  
upon the label or labeling and in terms as to render it likely to be read and understood by  
the ordinary individual under customary conditions of purchase and use.”);



1 • § 110760 ("It is unlawful for any person to manufacture, sell, deliver, hold, or offer for  
2 sale any food that is misbranded.");

3 • § 110765 ("It is unlawful for any person to misbrand any food."); and

4 • § 110770 ("It is unlawful for any person to receive in commerce any food that is  
5 misbranded or to deliver or proffer for delivery any such food.").

6 48. By violating the California Unfair Competition Law, Defendants also violated the  
7 common law of unfair competition.

8 49. Defendants leveraged their deception to induce Plaintiff and members of the Class to  
9 purchase products that were of lesser value and quality than advertised.

10 50. Plaintiff suffered injury in fact and lost money or property as a result of Defendants'  
11 deceptive advertising: she was denied the benefit of the bargain in purchasing the Gerber Probiotic  
12 Products. Had Plaintiff been aware of Defendants' false and misleading advertising tactics, she would  
13 have been willing to pay less than what she did for the Gerber Probiotic Products, or not purchase it at  
14 all. Moreover, had Defendants not engaged in the false and misleading advertising tactics, Plaintiff and  
15 members of the Class would have paid less for the Gerber Probiotic Products, because Defendants  
16 would not have been able to charge a premium for the products.

17 51. In accordance with Bus. & Prof. Code § 17203, Plaintiff seeks an order enjoining  
18 Defendants from continuing to conduct business through unlawful, unfair, and/or fraudulent acts and  
19 practices and to commence a corrective advertising campaign.

20 52. Plaintiff also seeks an order for the restitution of all monies from the sale of the Gerber  
21 Probiotic Products, which were unjustly acquired through acts of unlawful, unfair, and/or fraudulent  
22 competition.

23 **SECOND CAUSE OF ACTION**

24 **Violations of the California Unfair Competition Law**

25 **Bus. & Prof. Code §§ 17200 *et seq.***

26 **(Unfair and Fraudulent)**

27 53. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if set  
28 forth in full herein.

55. The false and misleading labeling of the Gerber Probiotic Products, as alleged herein, constitutes “unfair” business acts and practices because such conduct is immoral, unscrupulous, and offends public policy. Further, the gravity of Defendants’ conduct outweighs any conceivable benefit of such conduct.

56. The acts, omissions, misrepresentations, practices, and non-disclosures of Defendants as alleged herein constitute “fraudulent” business acts and practices because Defendants’ conduct is false and misleading to Plaintiff, Class members, and the general public.

57. In accordance with Bus. & Prof. Code § 17203, Plaintiff seeks an order enjoining Defendants from continuing to conduct business through unlawful, unfair, and/or fraudulent acts and practices and to commence a corrective advertising campaign.

58. Plaintiff also seeks an order for the restitution of all monies from the sale of the Gerber Probiotic Products, which were unjustly acquired through acts of unlawful, unfair, and/or fraudulent competition.

### THIRD CAUSE OF ACTION

## Violations of the Consumer Legal Remedies Act,

**Civ. Code §§ 1750 *et seq.***

59. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if set forth in full herein.

60. The CLRA prohibits deceptive practices in connection with the conduct of a business that provides goods, property, or services primarily for personal, family, or household purposes.

61. Defendants' policies, acts, and practices were designed to, and did, result in the purchase and use of the products primarily for personal, family, or household purposes, and violated and continue to violate the following sections of the CLRA:

§ 1770(a)(5): representing that goods have characteristics, uses, or benefits which they do not have.

§ 1770(a)(7): representing that goods are of a particular standard, quality, or grade if they are of another.

1 § 1770(a)(9): advertising goods with intent not to sell them as advertised.

2 § 1770(a)(16): representing the subject of a transaction has been supplied in accordance  
3 with a previous representation when it has not.

4 62. As a result, Plaintiff and the classes have suffered irreparable harm and are entitled to  
5 injunctive relief and restitution pursuant to Cal. Civ. Code § 1782(d).

6 63. The conduct described herein by Defendants was long-standing, was done for profit as a  
7 deliberate corporate policy rather than an isolated incident, and was morally wrong, fraudulent, callous,  
8 and oppressive.

9 **FOURTH CAUSE OF ACTION**

10 **Violations of the Michigan Consumer Protection Act,**

11 **Mich. Comp. Laws Ann. §§ 445.903 *et seq.***

12 64. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if set  
13 forth in full herein.

14 65. Plaintiff is a "person" as defined in Mich. Comp. Laws Ann. § 445.902(c).

15 66. The transactions complained of herein constitute "trade or commerce" as defined in  
16 Mich. Comp. Laws Ann. § 445.902(d).

17 67. In the course of the transactions which are the subject of this lawsuit, Defendants  
18 engaged in the following unfair and deceptive acts, methods or practices:

19 a. Causing a probability of confusion or misunderstanding as to the source,  
20 sponsorship, approval, or certification of goods, Mich. Comp. Laws Ann. § 445.903(1)(a)

21 b. Using deceptive representations in connection with the goods, Mich.  
22 Comp. Laws Ann. § 445.903(1)(b);

23 c. Representing that the goods have sponsorship, approval, characteristics,  
24 ingredients, uses, benefits, or quantities that they do not have, Mich. Comp. Laws Ann. §  
25 445.903(1)(c);

26 d. Representing that the goods are of a particular standard, quality, or grade,  
27 though they are of another, Mich. Comp. Laws Ann. § 445.903(1)(e);

28 e. Advertising or representing goods with intent not to dispose of those

1 goods as advertised or represented, Mich. Comp. Laws Ann. § 445.903(1)(g);

2 f. Representing that because of some defect in a consumer's home the  
3 health, safety, or lives of the consumer or his or her family are in danger if the product is  
4 not purchased, when in fact the defect does not exist or the product would not remove the  
5 danger, Mich. Comp. Laws Ann. § 445.903(1)(l);

6 g. Failing to reveal a material fact, the omission of which tends to mislead or  
7 deceive the consumer, and which fact could not reasonably be known by the consumer,  
8 Mich. Comp. Laws Ann. § 445.903(1)(s);

9 h. Charging the consumer a price that is grossly in excess of the price at  
10 which similar property or services are sold, Mich. Comp. Laws Ann. § 445.903(1)(z);

11 i. Making a representation of fact or statement of fact material to the  
12 transaction such that a person reasonably believes the represented or suggested state of  
13 affairs to be other than it actually is, Mich. Comp. Laws Ann. § 445.903(1)(bb); and

14 j. Failing to reveal facts that are material to the transaction in light of  
15 representations of fact made in a positive manner, Mich. Comp. Laws Ann. §  
16 445.903(1)(cc).

17 68. The above-described conduct violated the Michigan Consumer Protection Act,  
18 specifically but not limited to Mich. Comp. Laws Ann. § 445.903 and the sub-paragraphs contained  
19 therein.

20 69. These violations were not due to bona fide error, but were the result of intentional,  
21 knowing and willful acts by Defendants.

22 70. As a result of Defendants' actions, Plaintiff the members of the Class have suffered a loss  
23 within the meaning of the Michigan Consumer Protection Act are entitled to statutory damages and fees  
24 as provided in the Act, Mich. Comp. Laws Ann. § 445.911.

## 25 **FIFTH CAUSE OF ACTION**

### 26 **Violations of the New Jersey Consumer Fraud Act,**

#### 27 **N.J.S.A. § 56:8-1, *et seq.*,**

28 71. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if set

1 forth in full herein.

2 72. At all times relevant to this action, there was in full force and effect the New Jersey  
3 Consumer Fraud Act (NJCFA), N.J.S.A. 56:8-1 et seq., which was enacted and designed to protect  
4 consumers against unfair, deceptive, or fraudulent business practices.

5 73. N.J.S.A. 56:8-2 provides:

6 The act, use or employment by any person of any unconscionable commercial practice,  
7 deception, fraud, false pretense, false promise, misrepresentation, or the knowing,  
8 concealment, suppression, or omission of any material fact . . . Whether or not any person  
9 has in fact been misled, deceived or damaged thereby, is declared to be an unlawful  
practice.

10 74. At all relevant times, Plaintiff, the other Class members, and Defendants were "persons"  
11 within the meaning of N.J. Rev. Stat. § 56:8-1.

12 75. The Gerber Probiotic Products manufactured, marketed, and sold by Defendants are  
13 merchandise within the meaning of the NJCFA, and Plaintiff and the other Class members are  
14 consumers within the meaning of the NJCFA and entitled to the statutory remedies made available  
15 therein.

16 76. Defendants violated and continue to violate the NJCFA by representing that their Gerber  
17 Probiotic Products have characteristics, uses, and benefits which they do not have and advertising the  
18 Gerber Probiotic Products to have characteristics, uses, and benefits which Defendants know the Gerber  
19 Probiotic Products do not have.

20 77. Defendants violated the NJCFA by advertising their Gerber Probiotic Products in the  
21 manner(s) described herein, when they knew, or should have known, that those representations and  
22 advertisements were unsubstantiated, false, and/or misleading.

23 78. Defendants intended that Plaintiff and the other members of the Class would rely on their  
24 deception by purchasing their Gerber Probiotic Products, unaware of the material facts described above.  
25 This conduct constitutes consumer fraud within the meaning of the NJCFA.

26 79. Defendants' conduct, as alleged herein, constitutes unlawful, unfair, and/or deceptive  
27 business practices within the meaning of the NJCFA.

28 80. Defendants' conduct is malicious, fraudulent, and wanton, and provides misleading



1 information that their Gerber Probiotic Products are healthier and more nutritious than the other, less  
 2 expensive products on the market, when in fact they are not.

3 81. Defendants' conduct has proximately caused damage to Plaintiff and the other Class  
 4 members, in the form of, *inter alia*, monies spent to purchase the Gerber Probiotic Products they  
 5 otherwise would not have expended, in an amount to be proven at trial.

6 82. Had Defendants disclosed all material information regarding the Gerber Probiotic  
 7 Products in their advertising and marketing, Plaintiff and the Class would not have purchased the Gerber  
 8 Probiotic Products or would have paid less for the Gerber Probiotic Products.

9 \* \* \*

10 83. As a result of Defendants' violations of the foregoing state consumer protection statutes,  
 11 Plaintiff and the other members of the Class are entitled to compensatory damages, double damages,  
 12 treble damages, statutory damages, punitive or exemplary damages, restitution, and/or injunction relief,  
 13 and respectfully pray as follows:

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff, on behalf of herself, all others similarly situated, and the general  
 16 public, pray for judgment and relief against Defendants as follows:

17 A. Declaring this action to be a proper class action.

18 B. An Order enjoining Defendants from misbranding the Gerber Probiotic Products in  
 19 violation of the Federal Food, Drug and Cosmetic Act;

20 C. An order enjoining Defendants from marketing the Gerber Probiotic Products in any  
 21 manner deemed to be false or misleading;

22 D. An order compelling Defendants to conduct a corrective advertising campaign;

23 E. An order requiring Defendants to disgorge or return all monies, revenues, and profits  
 24 obtained by means of any wrongful act or practice;

25 F. An order compelling Defendants to destroy all misleading and deceptive advertising  
 26 materials and products;

27 G. An order requiring Defendants to pay restitution to restore all funds acquired by means of  
 28 any act or practice declared by this Court to be an unlawful, unfair, or fraudulent business act or

1 practice, untrue or misleading advertising, or a violation of the UCL, CLRA, Michigan Consumer  
2 Protection Statute, or New Jersey Consumer Fraud Act, plus pre-and post-judgment interest thereon.

3 H. Costs, expenses, and reasonable attorneys' fees.

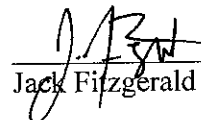
4 I. Any other and further relief the Court deems necessary, just, or proper.

5 **JURY DEMAND**

6 Plaintiff demands a trial by jury on all causes of action so triable.

7 DATED: February 22, 2012

Respectfully Submitted,

8  
9   
10 Jack Fitzgerald

11 **THE WESTON FIRM**  
12 GREGORY S. WESTON  
13 JACK FITZGERALD  
14 MELANIE PERSINGER  
15 COURTLAND CREEKMORE  
16 1405 Morena Blvd., Suite 201  
17 San Diego, CA 92110  
18 Telephone: (619) 798-2006  
19 Facsimile: (480) 247-4553

20  
21 *Counsel for Plaintiff and*  
22 *the Proposed Classes*  
23  
24  
25  
26  
27  
28

# **Exhibit 1**

PRODUCT 1

Gerber Good Start Gentle Powder – 23.2 Ounce - Birth Stage

Front



**Back**

USE BY DATE ON BOTTOM OF CONTAINER. DO NOT USE IF OUTER QUALITY SEAL OR INNER FOIL SEAL IS DAMAGED.

**NUTRIENTS PER 100 CALORIES (5 FL OZ, PREPARED AS DIRECTED):**

PROTEIN.....	2.2 g	CARBOHYDRATE.....	11.6 g	LINOLEIC ACID.....	900 mg
FAT.....	5.1 g	WATER.....	134 g		

**VITAMINS**

A.....	300 IU	RIBOFLAVIN (B2).....	140 mcg	PANTOTHENIC ACID.....	450 mcg
D.....	60 IU	B6.....	75 mcg	BIOTIN.....	4.4 mcg
E.....	2 IU	B12.....	0.33 mcg	C (ASCORBIC ACID).....	10 mg
K.....	8 mcg	NIACIN.....	1050 mcg	CHOLINE.....	24 mg
THIAMINE (B1).....	100 mcg	FOLIC ACID (FOLACIN)....	15 mcg	INOSITOL.....	6 mg

**MINERALS**

CALCIUM.....	67 mg	ZINC.....	0.8 mg	SELENIUM.....	3 mcg
PHOSPHORUS.....	38 mg	MANGANESE.....	15 mcg	SODIUM.....	27 mg
MAGNESIUM.....	7 mg	COPPER.....	80 mcg	POTASSIUM.....	108 mg
IRON.....	1.5 mg	IODINE.....	12 mcg	CHLORIDE.....	65 mg

**INGREDIENTS:** WHEY PROTEIN CONCENTRATE (FROM COW'S MILK, ENZYMATICALLY HYDROLYZED, REDUCED IN MINERALS), VEGETABLE OILS (PALM OLEIN, SOY, COCONUT, AND HIGH-OLEIC SAFFLOWER OR HIGH-OLEIC SUNFLOWER), CORN MALTODEXTRIN, LACTOSE, GALACTO-OLIGOSACCHARIDES\*, AND LESS THAN 2% OF: POTASSIUM CITRATE, POTASSIUM PHOSPHATE, CALCIUM CHLORIDE, CALCIUM PHOSPHATE, SODIUM CITRATE, MAGNESIUM CHLORIDE, FERROUS SULFATE, ZINC SULFATE, SODIUM CHLORIDE, COPPER SULFATE, POTASSIUM IODIDE, MANGANESE SULFATE, SODIUM SELENATE, M. ALPINA OIL\*\*, C. COHNII OIL\*\*\*, SODIUM ASCORBATE, INOSITOL, CHOLINE BITARTRATE, ALPHA-TOCOPHERYL ACETATE, NIACINAMIDE, CALCIUM PANTOTHENATE, RIBOFLAVIN, VITAMIN A PALMITATE, PYRIDOXINE HYDROCHLORIDE, THIAMINE MONONITRATE, FOLIC ACID, PHYLOQUINONE, BIOTIN, VITAMIN D3, VITAMIN B12, TAURINE, NUCLEOTIDES (CYTIDINE 5'-MONOPHOSPHATE, DISODIUM URIDINE 5'-MONOPHOSPHATE, ADENOSINE 5'-MONOPHOSPHATE, DISODIUM GUANOSINE 5'-MONOPHOSPHATE), ASCORBYL PALMITATE, MIXED TOCOPHEROLS, L-CARNITINE, SOY LECITHIN.

\* A PREBIOTIC FIBER SOURCED FROM MILK.

\*\* A SOURCE OF ARACHIDONIC ACID (ARA).

\*\*\* A SOURCE OF DOGOSAHEXAENOIC ACID (DHA).

NESTLÉ INFANT NUTRITION, FLORHAM PARK, NJ 07932 USA

[43284086]

NWH017-1

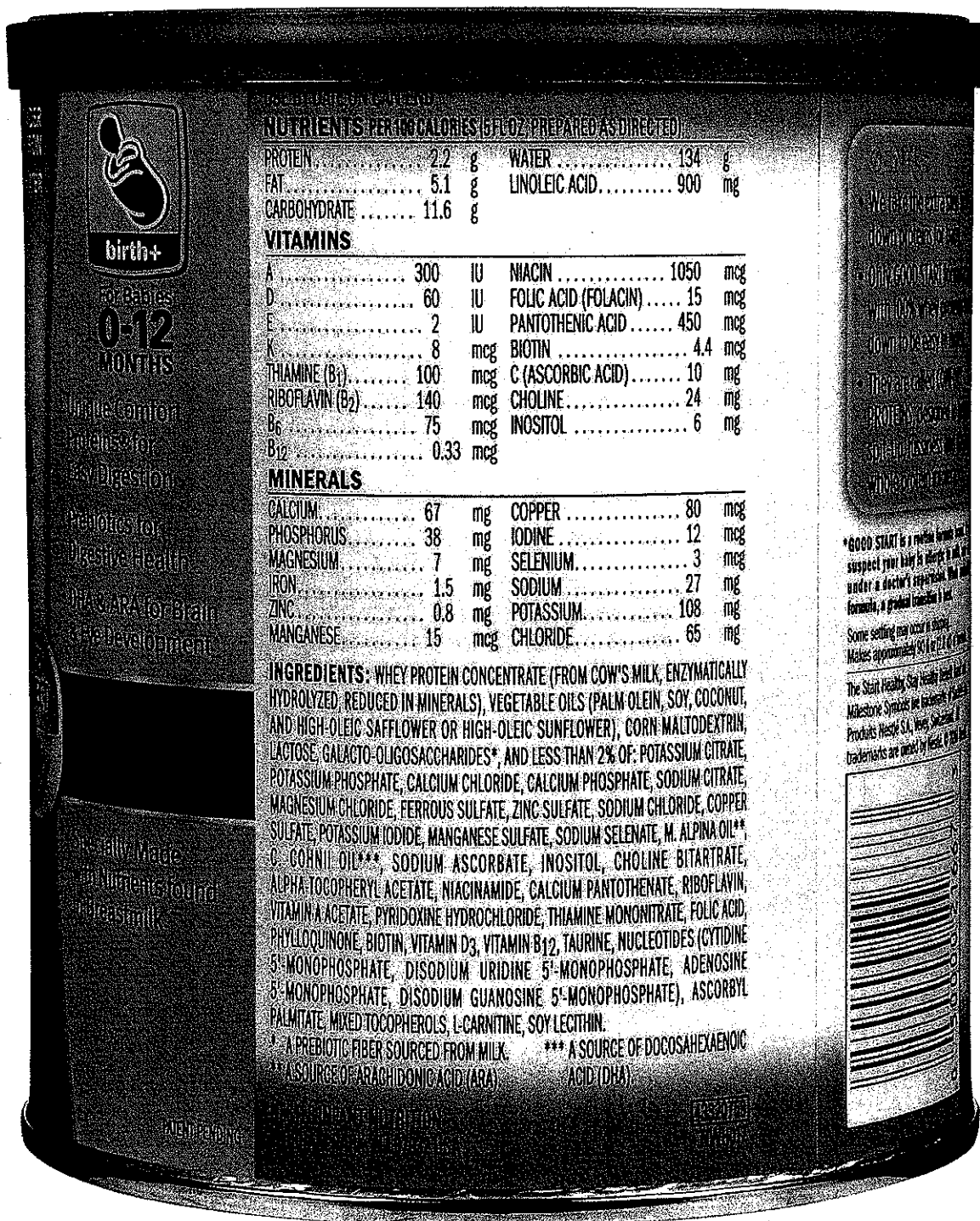


Gerber Good Start Gentle Powder – 12.7 Ounce - Birth Stage

Front



Back





**Gerber Good Start Gentle Bottles/Convenience Packs - Birth Stage****Front****Back**

USE BY DATE ON BOTTLE			
NUTRIENTS PER BOTTLE (5 FL OZ)			
PROTEIN	2.2 g	WATER	134 g
FAT	5.1 g	LINOLEIC ACID	900 mg
CARBOHYDRATE	11.6 g		
<b>VITAMINS</b>			
A	300 IU	NIACIN	1050 mcg
D	60 IU	FOLIC ACID (FOLACIN)	15 mcg
E	2 IU	PANTOTHENIC ACID	450 mcg
K	8 mcg	BIOTIN	4.4 mcg
THIAMINE (B1)	100 mcg	C (ASCORBIC ACID)	10 mg
RIBOFLAVIN (B2)	140 mcg	CHOLINE	24 mg
B6	75 mcg	INOSITOL	6 mg
B12	0.33 mcg		
<b>MINERALS</b>			
CALCIUM	67 mg	COPPER	80 mcg
PHOSPHORUS	38 mg	IODINE	12 mcg
MAGNESIUM	7 mg	SELENIUM	4 mcg
IRON	0.6 mg	SODIUM	27 mg
ZINC	0.8 mg	POTASSIUM	18 mg
MANGANESE	15 mcg	CHLORIDE	10 mg

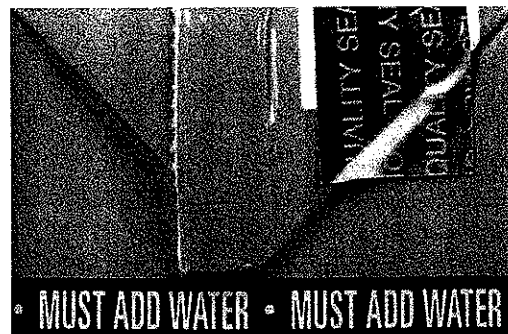
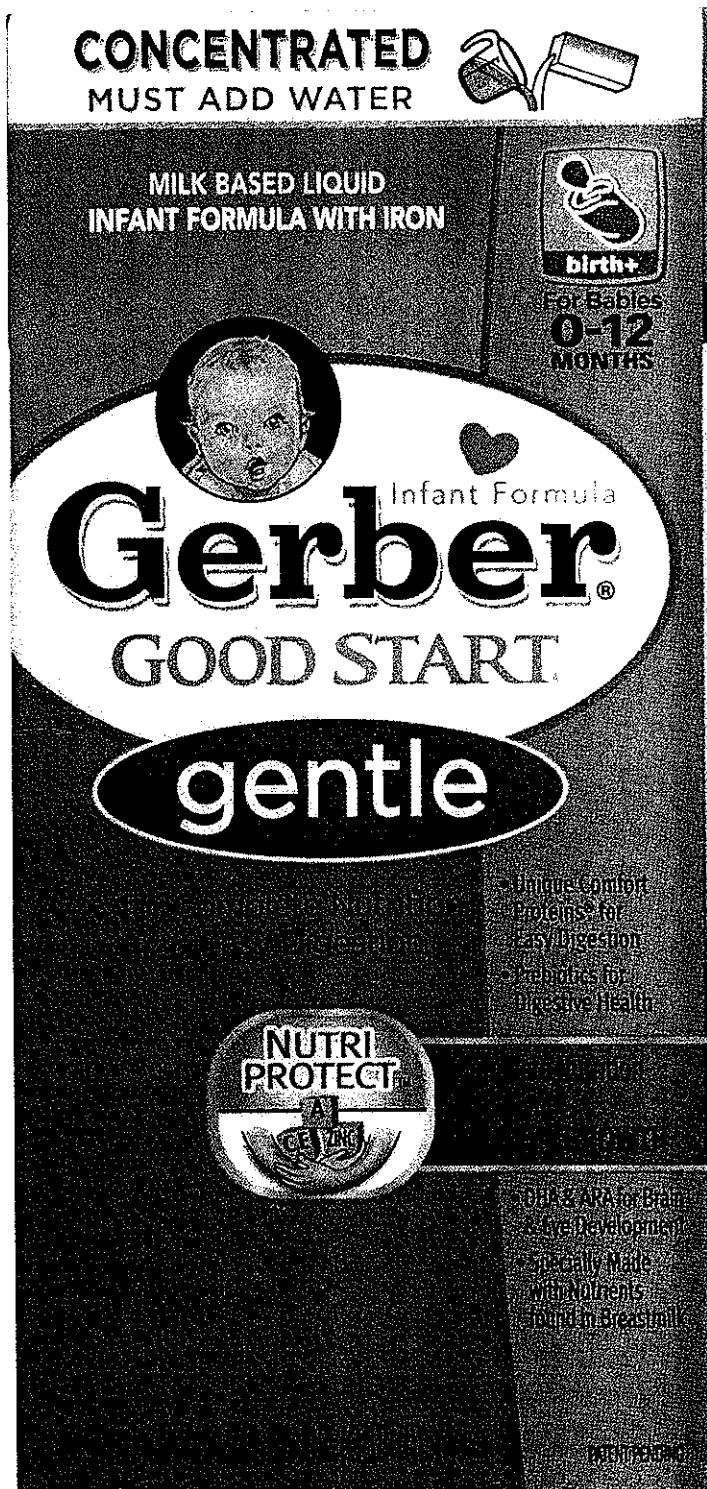
**INGREDIENTS:** WATER, WHEY PROTEIN CONCENTRATE (FROM COW'S MILK, ENZYMATICALLY HYDROLYZED, REDUCED IN MINERALS), VEGETABLE OILS (PALM OLEIN, SOY, COCONUT, AND HIGH-OLEIC SAFFLOWER OR HIGH-OLEIC SUNFLOWER), CORN MALTODEXTRIN, LACTOSE, AND LESS THAN 1.5% OF: GALACTO-OLIGOSACCHARIDES\*, POTASSIUM CITRATE, POTASSIUM PHOSPHATE, CALCIUM CHLORIDE, CALCIUM PHOSPHATE, SODIUM CITRATE, MAGNESIUM CHLORIDE, FERROUS SULFATE, ZINC SULFATE, SODIUM CHLORIDE, COPPER SULFATE, POTASSIUM IODIDE, MANGANESE SULFATE, SODIUM SELENATE, M. ALPINA OIL\*\*, C. COHNII OIL\*\*\*, SODIUM ASCORBATE, INOSITOL, CHOLINE BITARTRATE, ALPHA-TOCOPHERYL ACETATE, NIACINAMIDE, CALCIUM PANTOTHENATE, RIBOFLAVIN, VITAMIN A ACETATE, PYRIDOXINE HYDROCHLORIDE, THIAMINE MONONITRATE, FOLIC ACID, PHYLOQUINONE, BIOTIN, VITAMIN D3, VITAMIN B12, TAURINE, NUCLEOTIDES (CYTIDINE 5'-MONOPHOSPHATE, DISODIUM URIDINE 5'-MONOPHOSPHATE, ADENOSINE 5'-MONOPHOSPHATE, DISODIUM GUANOSINE 5'-MONOPHOSPHATE), ASCORBYL PALMITATE, MIXED TOCOPHEROLS, L-CARNITINE, SOY LECITHIN.

\* A PREBIOTIC FIBER SOURCED FROM MILK

\*\* A SOURCE OF LINOLENIC ACID (ARA)

\*\*\* A SOURCE OF DOCOHEXAENOIC ACID (DHA)

NESTLE NESTLE NUTRITION  
FLOHAM PARK, NJ 07622 USA

**Gerber Good Start Gentle Liquid Concentrate – Birth Stage****Front & Back****USE BY DATE ON CARTON TOP****NUTRIENTS PER 100 CALORIES (5 FL. OZ. PREPARED AS DIRECTED):**

PROTEIN	2.2 g	WATER	134 g
FAT	5.1 g	LINOLEIC ACID	900 mg
CARBOHYDRATE	11.6 g		

**VITAMINS**

A	300 IU	NIACIN	1050 mcg
D	60 IU	FOLIC ACID (FOLACIN)	15 mcg
E	2 IU	PANTOTHENIC ACID	450 mcg
K	8 mcg	BIOTIN	4.4 mcg
THIAMINE (B <sub>1</sub> )	100 mcg	C (ASCORBIC ACID)	10 mg
RIBOFLAVIN (B <sub>2</sub> )	140 mcg	CHOLINE	24 mg
B <sub>6</sub>	75 mcg	INOSITOL	6 mg
B <sub>12</sub>	0.33 mcg		

**MINERALS**

CALCIUM	67 mg	COPPER	80 mcg
PHOSPHORUS	38 mg	IODINE	12 mcg
MAGNESIUM	7 mg	SELENIUM	3 mcg
IRON	1.5 mg	SODIUM	27 mg
ZINC	0.8 mg	POTASSIUM	108 mg
MANGANESE	15 mcg	CHLORIDE	65 mg

**INGREDIENTS:** WATER, WHEY PROTEIN CONCENTRATE (FROM COW'S MILK, ENZYMATICALLY HYDROLYZED, REDUCED IN MINERALS), VEGETABLE OILS (PALM OLEIN, SOY, COCONUT, AND HIGH-OLEIC SAFFLOWER OR HIGH-OLEIC SUNFLOWER), CORN MALTODEXTRIN, LACTOSE, AND LESS THAN 1.5% OF: GALACTO-OLIGOSACCHARIDES\*, POTASSIUM CITRATE, POTASSIUM PHOSPHATE, CALCIUM-CHLORIDE, CALCIUM PHOSPHATE, SODIUM CITRATE, MAGNESIUM CHLORIDE, FERROUS SULFATE, ZINC SULFATE, SODIUM CHLORIDE, COPPER SULFATE, POTASSIUM IODIDE, MANGANESE SULFATE, SODIUM SELENATE, M. ALPINA OIL\*\*, C. COHNII OIL\*\*\*, SODIUM ASCORBATE, INOSITOL, CHOLINE BITARTRATE, ALPHA-TOCOPHERYL ACETATE, NIACINAMIDE, CALCIUM PANTOTHENATE, RIBOFLAVIN, VITAMIN A PALMITATE, PYRIDOXINE HYDROCHLORIDE, THIAMINE MONONITRATE, FOLIC ACID, PHYLLQUINONE, BIOTIN, VITAMIN D<sub>3</sub>, VITAMIN B<sub>12</sub>, TAURINE, NUCLEOTIDES (CYTIDINE 5'-MONOPHOSPHATE, DISODIUM URIDINE 5'-MONOPHOSPHATE, ADENOSINE 5'-MONOPHOSPHATE, DISODIUM GUANOSINE 5'-MONOPHOSPHATE), ASCORBYL PALMITATE, MIXED TOCOPHEROLS, L-CARNITINE, SOY LECITHIN.

\* A PREBIOTIC FIBER SOURCED FROM MILK.

\*\* A SOURCE OF ARACHIDONIC ACID (ARA).

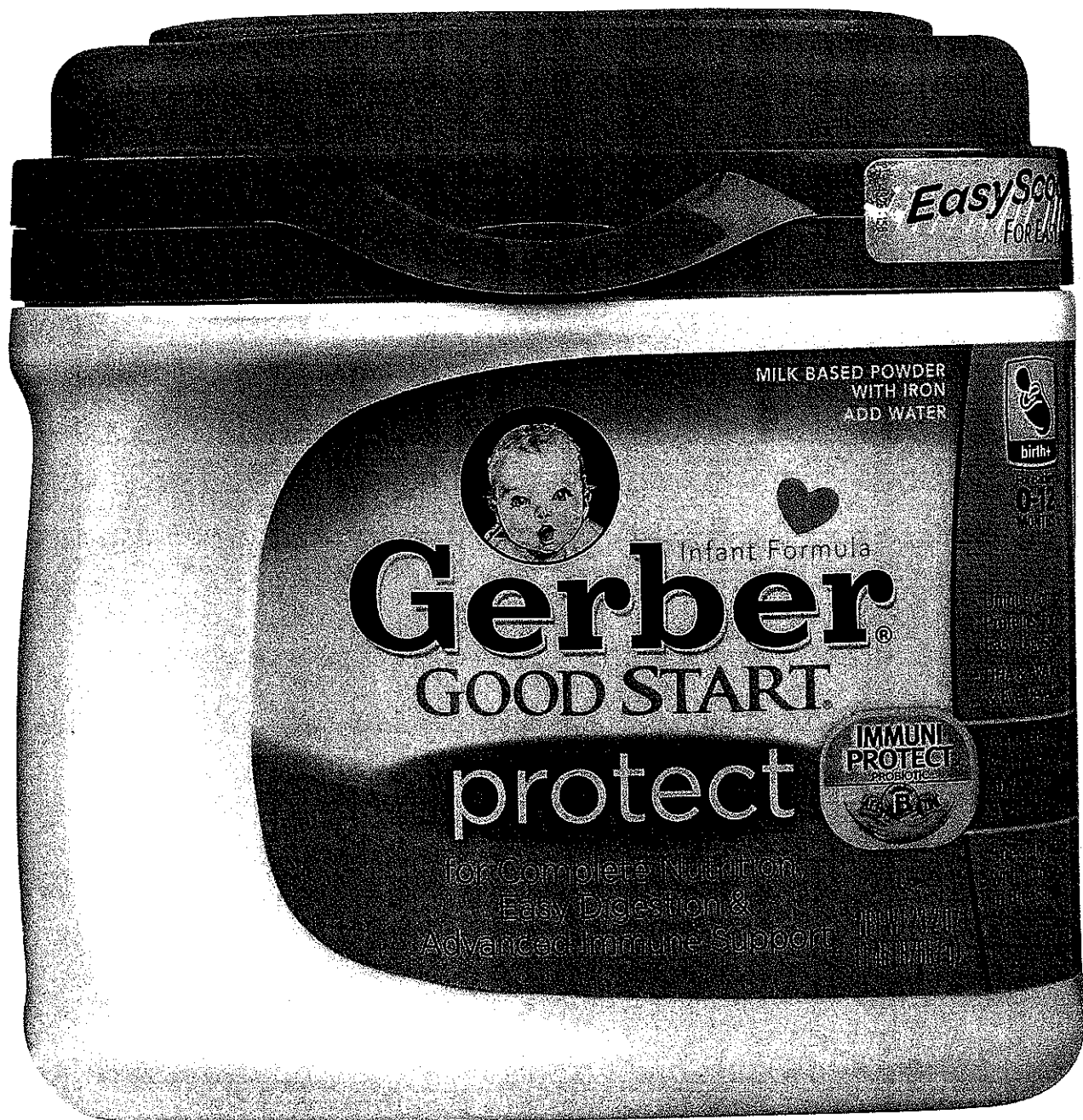
\*\*\* A SOURCE OF DOCOSAHENSAENOIC ACID (DHA).



**PRODUCT 2**

**Gerber Good Start Protect Powder – 23.2 Ounce - Birth Stage**

**Front**





**Back****USE BY DATE ON BOTTOM OF CONTAINER · DO NOT USE IF OUTER QUALITY SEAL OR INNER FOIL SEAL IS DAMAGED****NUTRIENTS PER 100 CALORIES (5 FL OZ, PREPARED AS DIRECTED):**

PROTEIN .....	2.2 g	CARBOHYDRATE .....	11.2 g	LINOLEIC ACID .....	900 mg
FAT .....	5.1 g	WATER .....	134 g		

**VITAMINS**

A .....	300 IU	RIBOFLAVIN (B <sub>2</sub> ) .....	140 mcg	PANTOTHENIC ACID .....	450 mcg
D .....	60 IU	B <sub>6</sub> .....	75 mcg	BIOTIN .....	4.4 mcg
E .....	2 IU	B <sub>12</sub> .....	0.33 mcg	C (ASCORBIC ACID) .....	10 mg
K .....	8 mcg	NIACIN .....	1050 mcg	CHOLINE .....	24 mg
THIAMINE (B <sub>1</sub> ) .....	100 mcg	FOLIC ACID (FOLACIN) .....	15 mcg	INOSITOL .....	6 mg

**MINERALS**

CALCIUM .....	67 mg	ZINC .....	0.8 mg	SELENIUM .....	3 mcg
PHOSPHORUS .....	38 mg	MANGANESE .....	15 mcg	SODIUM .....	27 mg
MAGNESIUM .....	7 mg	COPPER .....	80 mcg	POTASSIUM .....	108 mg
IRON .....	1.5 mg	IODINE .....	12 mcg	CHLORIDE .....	65 mg

**INGREDIENTS:** WHEY PROTEIN CONCENTRATE (FROM COW'S MILK, ENZYMATICALLY HYDROLYZED, REDUCED IN MINERALS), VEGETABLE OILS (PALM OLEIN, SOY, COCONUT, AND HIGH-OLEIC SAFFLOWER OR HIGH-OLEIC SUNFLOWER), LACTOSE, CORN MALTODEXTRIN, AND LESS THAN 2% OF: POTASSIUM CITRATE, POTASSIUM PHOSPHATE, CALCIUM CHLORIDE, CALCIUM PHOSPHATE, SODIUM CITRATE, MAGNESIUM CHLORIDE, FERROUS SULFATE, ZINC SULFATE, SODIUM CHLORIDE, COPPER SULFATE, POTASSIUM IODIDE, MANGANESE SULFATE, SODIUM SELENATE, M. ALPINA OIL\*, C. COHNII OIL\*\*, SODIUM ASCORBATE, INOSITOL, CHOLINE BITARTRATE, ALPHA-TOCOPHERYL ACETATE, NIACINAMIDE, CALCIUM PANTOTHENATE, RIBOFLAVIN, VITAMIN A PALMITATE, PYRIDOXINE HYDROCHLORIDE, THIAMINE MONONITRATE, FOLIC ACID, PHYLOQUINONE, BIOTIN, VITAMIN D<sub>3</sub>, VITAMIN B<sub>12</sub>, TAURINE, NUCLEOTIDES (CYTIDINE 5'-MONOPHOSPHATE, DISODIUM URIDINE 5'-MONOPHOSPHATE, ADENOSINE 5'-MONOPHOSPHATE, DISODIUM GUANOSINE 5'-MONOPHOSPHATE), ASCORBYL PALMITATE, MIXED TOCOPHEROLS, L-CARNITINE, B. LACTIS CULTURES, SOY LECITHIN.

\* A SOURCE OF ARACHIDONIC ACID (ARA).

\*\* A SOURCE OF DOCOSAHEXAENOIC ACID (DHA).

NESTLÉ INFANT NUTRITION, FLORHAM PARK, NJ 07932 USA

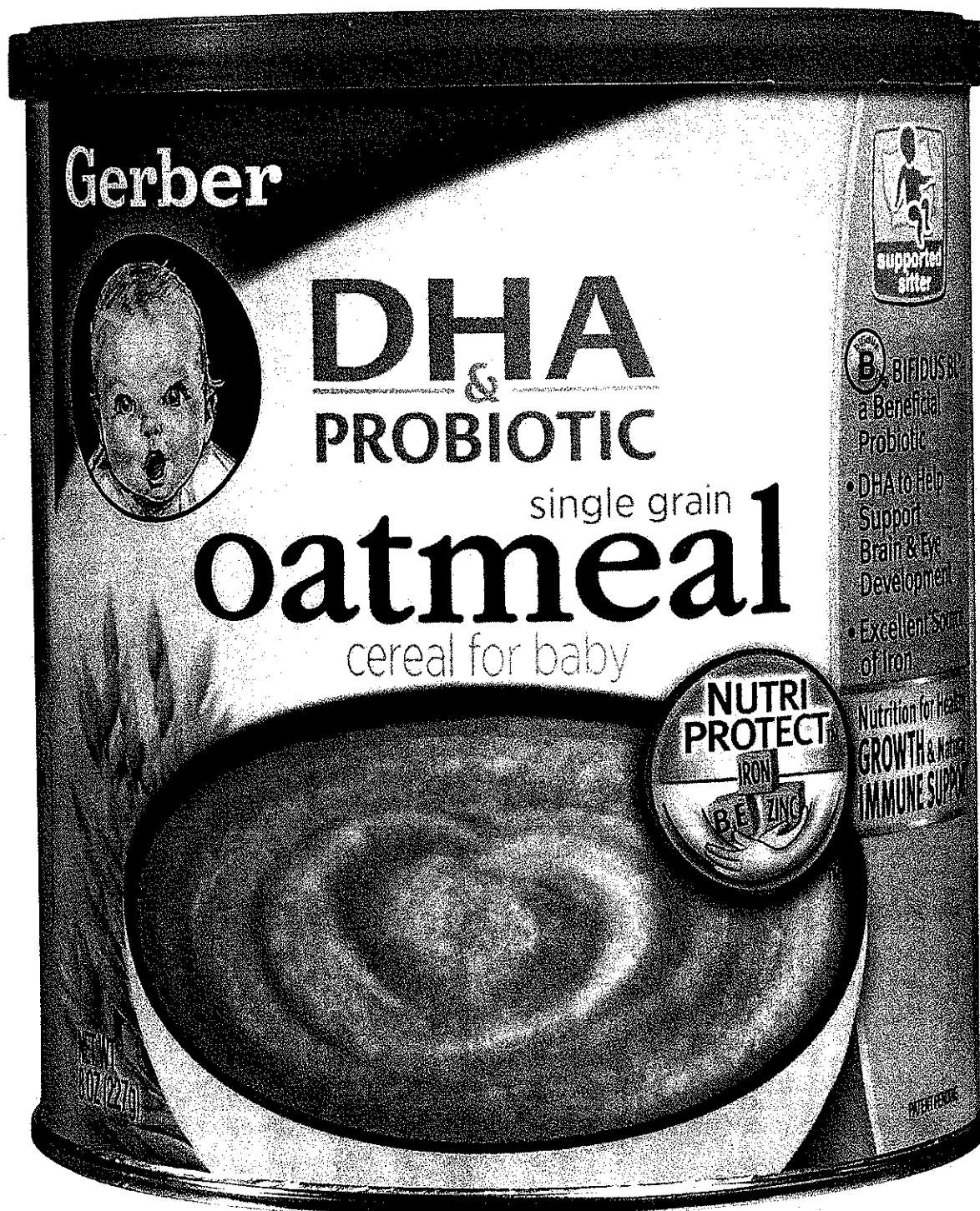
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NWHB001-2

PRODUCT 3

Gerber DHA & Probiotic Single Grain Cereal (Oatmeal) – Supported Sitter Stage

Front





Back

No added salt, refined sugar,  
artificial flavors or color**Nutrition Facts**

Serving Size: 1/4 cup (15g)

Servings Per Container About 15

Amount Per Serving

**Calories 60****Total Fat** 1.5g

Trans Fat 0g

**Sodium** 5mg**Potassium** 50mg**Total Carbohydrate** 11g

Dietary Fiber 1g

Sugars &lt;1g

**Protein** 2g

% Daily Value Infants 0-1 Children 1-4

Protein 7% 7%

Vitamin A 0% 0%

Vitamin C 0% 0%

Calcium 15% 10%

Iron 45% 60%

Vitamin E 15% 10%

Thiamin 25% 15%

Riboflavin 25% 20%

Niacin 25% 20%

Vitamin B6 25% 10%

Folate 25% 10%

Vitamin B12 25% 15%

Phosphorus 15% 10%

Zinc 20% 10%

**INGREDIENTS:** OAT FLOUR (CONTAINS WHEAT), VITAMINS AND MINERALS (TRI- AND DICALCIUM PHOSPHATE, ELECTROLYTIC IRON, ZINC SULFATE, ALPHA TOCOPHERYL ACETATE [VITAMIN E], NIACINAMIDE [A B VITAMIN], PYRIDOXINE HYDROCHLORIDE [VITAMIN B6], RIBOFLAVIN [VITAMIN B2], THIAMIN MONONITRATE [VITAMIN B1], FOLIC ACID [A B VITAMIN], VITAMIN B12 [CYANOCOBALAMIN]), TUNA OIL (SOURCE OF DHA), GELATIN, SOYBEAN OIL, SOY LECITHIN, MIXED TOCOPHEROLS (FOR FRESHNESS), *B. LACTIS* CULTURES.

Distributed by Gerber Products Company  
Fremont, MI 49413, USA

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Benefit Band and Milestone Symbols are  
trademarks of Société des Produits Nestlé S.A.  
Vevey, Switzerland. All trademarks are  
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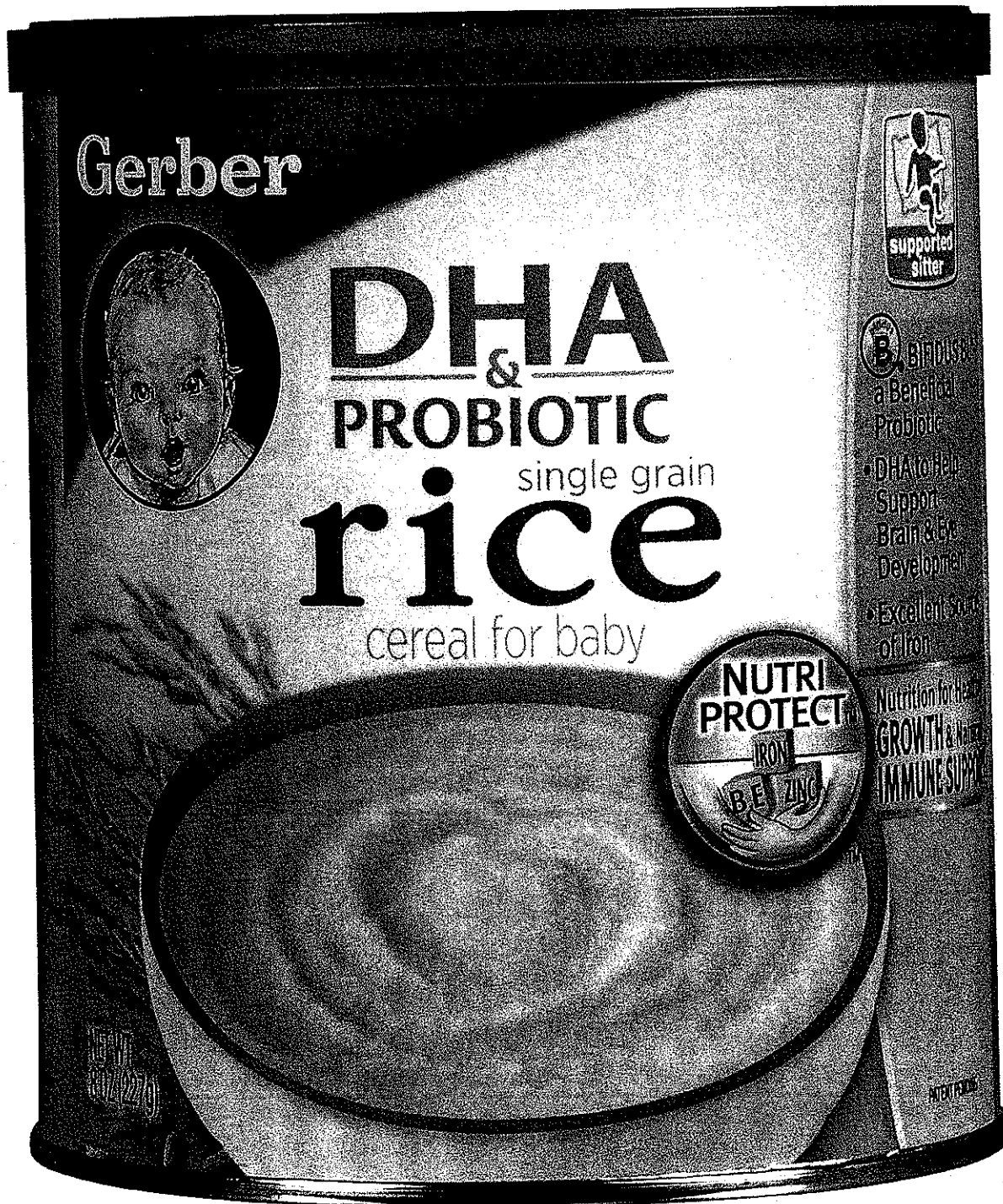
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This package is sold by weight,  
not volume, and may not appear  
full due to settling of contents.

Gerber DHA & Probiotic Single Grain Cereal (Rice) – Supported Sitter Stage

Front





Back

No added salt, refined sugar,  
artificial flavors or color**Nutrition Facts**

Serving Size: 1/4 cup (15g)

Servings Per Container About 15

Amount Per Serving

**Calories 60****Total Fat** 0.5g

Trans Fat 0g

**Sodium** 0mg**Potassium** 10mg**Total Carbohydrate** 12g

Dietary Fiber 0g

Sugars 1g

**Protein** 1g

% Daily Value	Infants 0-1	Children 1-4
Protein	2%	2%
Vitamin A	0%	0%
Vitamin C	0%	0%
Calcium	15%	10%
Iron	45%	60%
Vitamin E	15%	10%
Thiamin	25%	15%
Riboflavin	25%	20%
Niacin	25%	20%
Vitamin B6	25%	10%
Folate	25%	10%
Vitamin B12	25%	15%
Phosphorus	10%	6%
Zinc	20%	10%

**INGREDIENTS:** RICE FLOUR, VITAMINS AND MINERALS (TRI- AND DICALCIUM PHOSPHATE, ELECTROLYTIC IRON, ZINC SULFATE, ALPHA-TOCOPHERYL ACETATE [VITAMIN E], NIACINAMIDE [A B VITAMIN], PYRIDOXINE HYDROCHLORIDE [VITAMIN B6], RIBOFLAVIN [VITAMIN B2], THIAMIN MONONITRATE [VITAMIN B1], FOLIC ACID [A B-VITAMIN], VITAMIN B12 [CYANOCOBALAMIN]), SOYBEAN OIL, SOY LECITHIN, TUNA OIL (SOURCE OF DHA), GELATIN, MIXED TOCOPHEROLS (FOR FRESHNESS), *B. LACTIS* CULTURES.

Distributed by Gerber Products Company  
Fremont, MI 49413, USA

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Vevey, Switzerland. All trademarks are  
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12113522



This package is sold by weight,  
not volume, and may not appear  
full due to settling of contents.



PRODUCT 4

Gerber Good Start 2 Gentle Powder - 22 Ounce - Crawler Stage

Front





**Back**

USE BY DATE ON BOTTOM OF CONTAINER - DO NOT USE IF OUTER QUALITY SEAL OR INNER FOIL SEAL IS DAMAGED

**NUTRIENTS PER 100 CALORIES (5 FL OZ, PREPARED AS DIRECTED):**

PROTEIN .....	2.2 g	CARBOHYDRATE .....	11.6 g	LINOLEIC ACID .....	900 mg
FAT .....	5.1 g	WATER .....	134 g		

**VITAMINS**

A .....	300 IU	RIBOFLAVIN (B2) .....	140 mcg	PANTOTHENIC ACID .....	450 mcg
D .....	60 IU	B6 .....	75 mcg	BIOTIN .....	4.4 mcg
E .....	2 IU	B12 .....	0.33 mcg	C (ASCORBIC ACID) .....	12 mg
K .....	8 mcg	NIACIN .....	1050 mcg	CHOLINE .....	24 mg
THIAMINE (B1) .....	100 mcg	FOLIC ACID (FOLACIN) .....	15 mcg	INOSITOL .....	6 mg

**MINERALS**

CALCIUM .....	190 mg	ZINC .....	0.8 mg	SELENIUM .....	3 mcg
PHOSPHORUS .....	106 mg	MANGANESE .....	15 mcg	SODIUM .....	27 mg
MAGNESIUM .....	7 mg	COPPER .....	80 mcg	POTASSIUM .....	108 mg
IRON .....	2 mg	IODINE .....	12 mcg	CHLORIDE .....	65 mg

**INGREDIENTS:** WHEY PROTEIN CONCENTRATE (FROM COW'S MILK, ENZYMATICALLY HYDROLYZED, REDUCED IN MINERALS), VEGETABLE OILS (PALM OLEIN, SOY, COCONUT, AND HIGH-OLEIC SAFFLOWER OR HIGH-OLEIC SUNFLOWER), LACTOSE, CORN MALTODEXTRIN, GALACTO-OLIGOSACCHARIDES\*, POTASSIUM CITRATE, CALCIUM PHOSPHATE, AND LESS THAN 2% OF: POTASSIUM PHOSPHATE, CALCIUM CHLORIDE, SODIUM PHOSPHATE, MAGNESIUM CHLORIDE, FERROUS SULFATE, ZINC SULFATE, SODIUM CHLORIDE, COPPER SULFATE, POTASSIUM IODIDE, MANGANESE SULFATE, SODIUM SELENATE, M. ALPINA OIL\*\*, C. COHNII OIL\*\*\*, SODIUM ASCORBATE, INOSITOL, CHOLINE BITARTRATE, ALPHA-TOCOPHERYL ACETATE, NIACINAMIDE, CALCIUM PANTOTHENATE, RIBOFLAVIN, VITAMIN A PALMITATE, PYRIDOXINE HYDROCHLORIDE, THIAMINE MONONITRATE, FOLIC ACID, PHYLOQUINONE, BIOTIN, VITAMIN D3, VITAMIN B12, ASCORBYL PALMITATE, MIXED TOCOPHEROLS, TAURINE, CARRAGEENAN, L-CARNITINE, SOY LECTHIN.

\* A PREBIOTIC FIBER SOURCED FROM MILK.

\*\* A SOURCE OF ARACHIDONIC ACID (ARA)

\*\*\* A SOURCE OF DOCOSAHEXAENOIC ACID (DHA).

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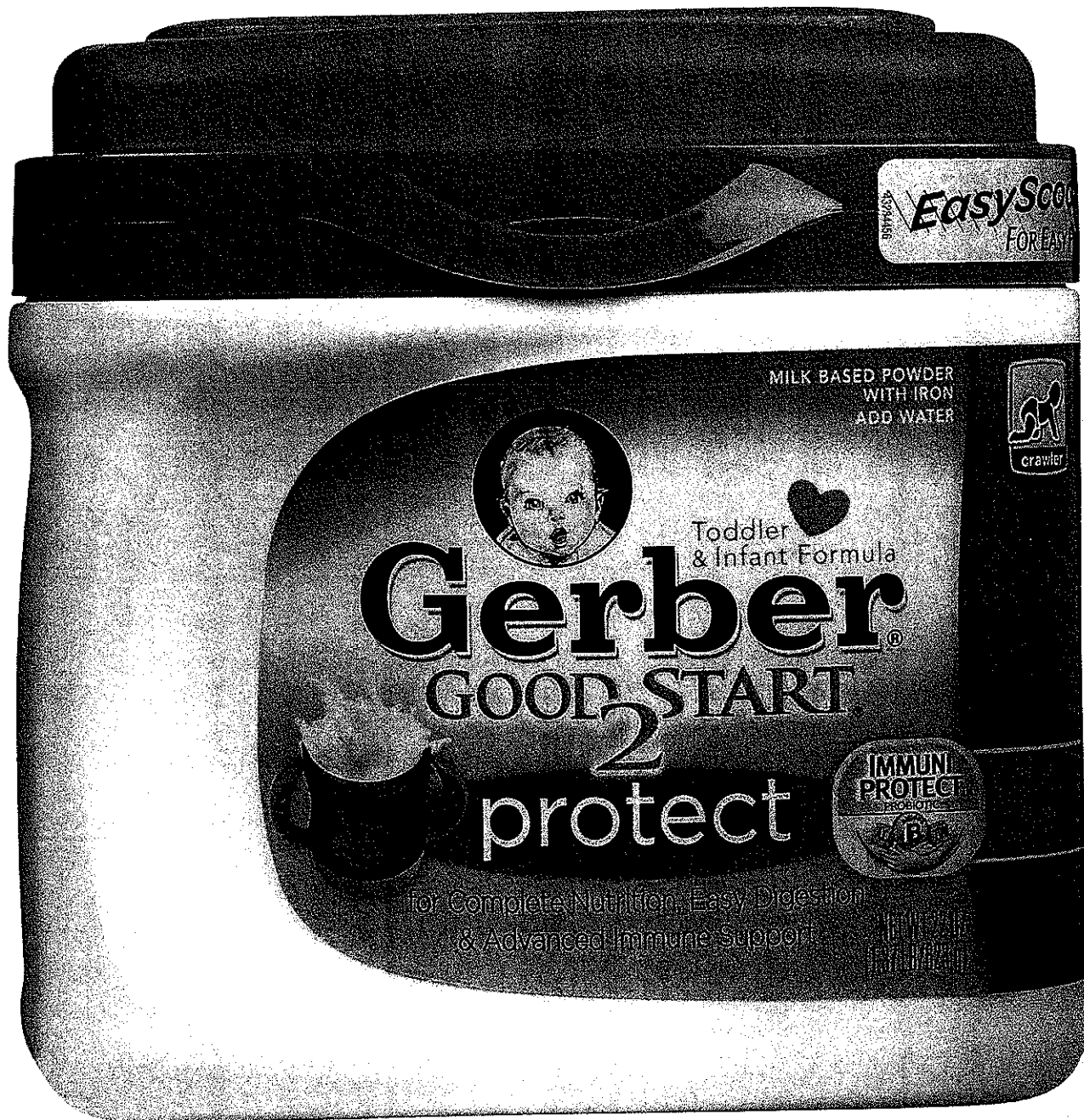
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PRODUCT 5

Gerber Good Start 2 Protect Powder – 22 Ounce – Crawler Stage

Front





**Back**

USE BY DATE ON BOTTOM OF CONTAINER • DO NOT USE IF OUTER QUALITY SEAL OR INNER FOIL SEAL IS DAMAGED

**NUTRIENTS PER 100 CALORIES (5 FL OZ, PREPARED AS DIRECTED)**

PROTEIN.....	2.2 g	CARBOHYDRATE.....	11.2 g	LINOLEIC ACID.....	900 mg
FAT.....	5.1 g	WATER.....	134 g		

**VITAMINS**

A.....	300 IU	RIBOFLAVIN (B2).....	140 mcg	PANTOTHENIC ACID.....	450 mcg
D.....	60 IU	B6.....	75 mcg	BIOTIN.....	4.4 mcg
E.....	2 IU	B12.....	0.33 mcg	C (ASCORBIC ACID).....	12 mg
K.....	8 mcg	NIACIN.....	1050 mcg	CHOLINE.....	24 mg
THIAMINE (B1).....	100 mcg	FOLIC ACID (FOLACIN).....	15 mcg	INOSITOL.....	6 mg

**MINERALS**

CALCIUM.....	190 mg	ZINC.....	0.8 mg	SELENIUM.....	3 mcg
PHOSPHORUS.....	106 mg	MANGANESE.....	15 mcg	SODIUM.....	27 mg
MAGNESIUM.....	7 mg	COPPER.....	80 mcg	POTASSIUM.....	108 mg
IRON.....	2 mg	IODINE.....	12 mcg	CHLORIDE.....	65 mg

**INGREDIENTS:** WHEY PROTEIN CONCENTRATE (FROM COW'S MILK, ENZYMATICALLY HYDROLYZED, REDUCED IN MINERALS), VEGETABLE OILS (PALM OLEIN, SOY, COCONUT, AND HIGH OLEIC SAFFLOWER OR HIGH OLEIC SUNFLOWER), LACTOSE, CORN MALTODEXTRIN, POTASSIUM CITRATE, CALCIUM PHOSPHATE, AND LESS THAN 2% OF: POTASSIUM PHOSPHATE, CALCIUM CHLORIDE, SODIUM PHOSPHATE, MAGNESIUM CHLORIDE, FERROUS SULFATE, ZINC SULFATE, SODIUM CHLORIDE, COPPER SULFATE, POTASSIUM IODIDE, MANGANESE SULFATE, SODIUM SELENATE, M. ALPINA OIL\*, C. COHNII OIL\*\*, SODIUM ASCORBATE, INOSITOL, CHOLINE BITARTRATE, ALPHA-TOCOPHERYL ACETATE, NIACINAMIDE, CALCIUM PANTOTHENATE, RIBOFLAVIN, VITAMIN A PALMITATE, PYRIDOXINE HYDROCHLORIDE, THIAMINE MONONITRATE, FOLIC ACID, PHYLLOQUINONE, BIOTIN, VITAMIN D3, VITAMIN B12, ASCORBYL PALMITATE, MIXED TOCOPHEROLS, TAURINE, CARRAGEENAN, L-CARNITINE, B. LACTIS CULTURES, SOY LECITHIN.

\* A SOURCE OF ARACHIDONIC ACID (ARA)

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